

# **EXHIBIT F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JOUREY NEWELL, individually and on behalf  
of a class of all persons and entities similarly  
situated,

Plaintiff

vs.

LENDVIA, LLC

Defendant.

Case No. 25-1018-GJP

**DECLARATION OF EDGAR OVALLE IN SUPPORT OF  
DEFENDANT LENDVIA LLC'S MOTION TO COMPEL ARBITRATION**

I, Edgar Ovalle, declare as follows:

1. I am over the age of 18 and make this declaration on my personal knowledge.
2. As Account Onboarding Specialist, I am authorized to execute this Declaration for, and on behalf of Utel USA LLC (hereafter "Utel"), and am familiar with its operations, policies and procedures as well as its systems of record.
3. The following facts are within my own personal knowledge and if called as a witness to testify in this case I could, and would, testify competently thereto.
4. Utel owns and operates multiple consumer-facing websites used for lead generation and marketing of financial services. One of those websites is <https://upfinances.com/apply> (the "Website").
5. When Plaintiff visited <https://upfinances.com/apply> (the "Website") on December 8, 2024, Plaintiff entered the following information: First name "Jourey," Last name "Newell," Email address [jnewell1211@gmail.com](mailto:jnewell1211@gmail.com), Primary phone "484-4132," SSN "[REDACTED]"

1955,” Date of Birth “[REDACTED]” and Street Address “[REDACTED], King of Prussia, PA, USA”, and accepted the following disclosure:

By checking this box and clicking SUBMIT, I express my understanding and consent electronically via E-sign that I acknowledge and agree to the Privacy Policy and Terms of Use, which includes binding arbitration. I consent to the electronic collection and storage of my application information necessary to evaluate my loan application. I grant express written consent for Better Debt Solutions and Lendvia to contact me by calls and/or text messages at the number provided, regarding my application status and scheduling, using any telephone dialing system, prerecorded/artificial voice messages, and/or automatic dialing devices. I understand that text messages may incur data and message rates and frequency varies (text HELP for help; text STOP to cancel). Even if my phone number is currently listed on any state, federal, or corporate Do-Not-Call list, this consent is provided. I understand I may revoke this consent at any time and am not required to consent as a condition of purchase any property, goods, or services. Consent for SMS and calls will not be shared with third parties for their marketing purposes.

6. The arbitration disclosure was prominently displayed within the consent disclosure and has been in effect on the Website since at least January 1, 2023, remaining active during all relevant user interactions, including traffic generation and lead submissions. The disclosure clearly states that by checking the box and clicking the “Submit” button beneath it, the user agrees to the Website’s Terms of Use, “which include[] binding arbitration.” *See* Ex. A – Verified Consent. These Terms of use are hyperlinked in bright blue underlined text within the disclosure and again underneath the “Submit” button beneath the disclosure. *See* Ex. B – Website’s Terms of Use.

☒ By checking this box and clicking SUBMIT, I express my understanding and consent electronically via E-sign that I acknowledge and agree to the [Privacy Policy](#) and [Terms of Use](#), which includes binding arbitration. I consent to the electronic collection and storage of my application information necessary to evaluate my loan application. I grant express written consent for Better Debt Solutions and Lendvia to contact me by calls and/or text messages at the number provided, regarding my application status and scheduling, using any telephone dialing system, prerecorded/artificial voice messages, and/or automatic dialing devices. I understand that text messages may incur data and message rates and frequency varies (text HELP for help; text STOP to cancel). Even if my phone number is currently listed on any state, federal, or corporate Do-Not-Call list, this consent is provided. I understand I may revoke this consent at any time and am not required to consent as a condition of purchasing any property, goods, or services. Consent for SMS and calls will not be shared with third parties for their marketing purposes.

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By Submitting your information, you agree to our Terms & Conditions, Privacy Policy, Credit Authorization and you consent to receive calls, texts and pre-recorded messages from us and third party marketers we contract with.\*\*

7. The Website's Terms of Use were in effect as of January 1, 2023, and remained in place at the time Plaintiff visited the site on December 8, 2024. The Terms of Use of the Website begin by stating that: "By using this Site [<https://upfinances.com/apply> ] and Service, you agree to be bound by these Terms of Service ("Terms"). If you disagree with any part of these Terms, please don't use our Site or Service." The Terms of Use specifically identify that by using the Site you agree to the terms and the terms "we", "our" and "us" refer to five identified entities including Lendvia LLC. The Terms of Use repeatedly state that they include mandatory binding arbitration and a waiver of class actions. *See* Ex. B – Website's Terms of Use.
8. Verified Consent, a third-party digital verification service, generated a Verified Consent certificate documenting Plaintiff's submission. This certificate includes metadata and a video replay of the submission process, confirming that Plaintiff reviewed the disclosures, agreed to the Terms of Use (including arbitration), and provided express written consent to be contacted. *See* Ex. A – Verified Consent.

I declare under penalty of perjury under the laws of the United States of America that the

foregoing is true and correct.

Signed under the penalties of perjury this 24 day of July, 2025.

By: \_\_\_\_\_

A handwritten signature in blue ink, consisting of a large, stylized capital 'P' followed by a horizontal line and a few additional strokes.